2005 - 2006

MASTER CONTRACT

Riceville Community School

Note to Employees:

Please keep this Master Contract until a completely new Master Contract is printed and issued to you. For the next few years we may only issue changes to this Master Contract.

ARTICLE I PURPOSE

The Board of Directors of the Riceville Community School District, hereinafter referred to as the "Board" and the Riceville Education Association, hereinafter referred to as the "Association", recognize and declare that providing a quality education for the students of the Riceville Community School District is their mutual desire; it is therefore agreed as follows:

ARTICLE II RECOGNITION

The Board hereby recognizes the Riceville Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 302) issued by the PERB on the 5th day of September, 1975. Refer to PERB case No. 1314 for the school nurse.

ARTICLE III GRIEVANCE PROCEDURE

A. <u>Definitions</u>

1. Grievance

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the complaint.

3. Party in Interest

A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. <u>Purpose</u>

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and is left unresolved until the beginning of the following school year it could cause irreparable harm to the party in interest then: When a grievance is to be processed within thirty (30) days of the end of the school year school days shall mean week days (Monday through Friday).

3. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it with his principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Principal (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association or the principal on the form set forth in Schedule A no later than fifteen (15) school days after the occurrence of the violation. The grievance form shall be available from the Association representative or the principal in each building and said form shall be signed by the grievant and a copy transmitted to the Association. A copy of the grievance shall be transmitted to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or his designee.

The appropriate principal or immediate supervisor shall indicate his disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievant shall have five (5) school days to transmit the grievance to Level Three.

5. Level Three - Superintendent

The Superintendent or his designee shall meet with the aggrieved person and the Association within five (5) school days of receipt of the grievance. Within ten (10) school days of the receipt of the grievance the Superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Association.

6. Level Four - Arbitration

- (a) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of the disposition of the grievance or to discuss the merits of submitting the grievance to arbitration.
- (b) If the Association and the grievant determine that the grievance is meritorious, it may submit the grievance to arbitration within five (5) school days.
- (c) Within ten (10) school days after written notice to the Board of submission

to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of three arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in his/her written opinion, shall not amend, modify, nullify, ignore or add to the provision of this contract. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her by the parties.

His/her decision shall be based only upon his/her interpretation of the meaning or application of the express relevant language of the contract.

Expenses of the arbitrator shall be borne equally by the parties.

The decision of the arbitrator shall be binding upon both parties.

D. Rights of Employees to Representation

1. Employees and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of the Agreement.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party of interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure.

2. Written Decisions

Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in the Section on arbitration.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in the ARTICLE.

ARTICLE IV ASSOCIATION AND EMPLOYEE SECURITY

Use of Facilities

The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours outside the student school day for meetings, and may use such equipment, including typewriters, mimeographing machines, other duplicating equipment when such equipment is not otherwise in use. The Association shall pay the reasonable cost of all materials and supplies incidental to such use. Such use of the buildings and equipment shall be scheduled with the building principal.

Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards: at least one of which shall be provided in each building in the teacher's lounge. The Association may use the district mail services and employee mailboxes for communications to employees.

Access to Members

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

ARTICLE V DUES DEDUCTION

Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be set forth in schedule B.

Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct 1/10 of the total dues starting in September.

Prorated Deduction

Employees who begin dues deduction after October shall have the amount prorated through remaining periods.

Duration

Such authorization shall continue in effect for the duration of the contract.

Termination

Any member may terminate the dues checkoff at any time by giving the Board thirty days written notice.

Transmission

The Board shall transmit to the Association the total deduction for professional dues within ten (10) days following each regular period, and a listing of the employees for whom the deduction was made.

Dues

Shall not include initiation fees, special assessments or fines.

Indemnification

The authorization card shall contain the phrase "I agree to indemnify and hold harmless the Board, individual board members and all administrators against and all claims, cost, suits, or other liability and all court costs arising out of the agreement between parties for dues deductions."

ARTICLE VI

NOTICE

Whenever any notice is to be given by either party to this Agreement to the other, pursuant to the provisions of this agreement, either party shall do so by letter at the following designated addresses:

- 1. If the Association, to the Board at Riceville, Iowa
- 2. If the Board, to the Association at Riceville Education Association, Riceville,

This agreement shall be effective for a one-year period (August 1, 2006 to July 31, 2007).

ARTICLE VII

SIGNATURE

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 25th day of April, 2006.

<u>Riceville Education Association</u> Association

Riceville Community School District
Board of Education

Its Prosident

Its President

Its Chief Negotiator

Its Superintendent

ARTICLE VIII SALARY SCHEDULE

The salary schedule for 2005-06 has been revised to add one step to each column and shall follow the present format relative to columns with a generator BA base of \$23,475 (Schedule C). The salary schedule will include Phase I and II monies. The supplemental pay schedule will use a base of \$23,475 to figure extra-curricular compensation. All per diem additions to or deductions from the base contracts shall be computed on the # of days on the individual employment contract.

Advancement on the Salary Schedule

Employees on the regular salary schedule shall be granted one increment or vertical step on the salary schedule for each year of service until the maximum step for their educational classification is reached.

Educational Lanes

Employees on the regular salary schedule who move from one educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional semester hours of educational credit with the Superintendent of Schools no later than September 15, of the new contract year. Full educational lane credit shall be given for graduate credit earned. Undergraduate credit may be used with permission of the Superintendent to add a major or minor. Request for undergraduate credit not intended to change or add a minor or major must be requested of the Superintendent before the class is taken. If approved, employees could use it for lane changes. If not, it could not be used for salary improvement.

Method of Payment

Each employee shall be paid in equal installments, including Phase I and II money, on the 20th day of each month, except when a pay date falls on or during a holiday, vacation, or weekend, then employees shall receive their pay checks on the last previous workday. All Phase I and II money allocated to the school during the school year shall be paid during the same school year. All checks delivered at school will be placed in an envelope and delivered to the employee's mailbox. During the summer months the employee has the option to receive his/her check in the school mailbox or mailed to his/her summer address, as indicated to the Superintendent at the end of the school year.

School Nurse

The school nurse shall be covered by all the terms and provisions of the Master Contract and receive all the benefits that the teachers shall receive. Based on a seven and three-fourths (7 3/4) hour day, the school nurse shall be paid at the rate of 90% of the BA Base lane. If the nurse is assigned less than seven and three-fourths (7 3/4) hours, the pay will be pro-rated. For 1999-00, the nurse's salary shall be computed on Step 5 of the BA Lane and continue each year thereafter with one increment or vertical step for each year of service until the maximum step for that lane is reached.

ARTICLE IX SUPPLEMENTAL PAY

Starting 1979-80 all supplemental people shall start on step one and continue to advance on steps up to the 6th step on the pay schedule. For 1995-96 Steps 7, 8, 9, and 10 are added. All supplemental contracts at Step 6 during 1994-95 shall advance to Step 7 for 1995-96, Step 8 for 1996-97, Step 9 for 1997-98, Step 10 for 1998-99 and Step 11 will be added for 2000-01. The following percentages shall be used: 10%, 8%, 6%, 5%, 4%, 3%, 2%, and 1%. These will be figured on the B.A. base salary. Instrumental music shall include pep band and marching band.

The percentage of pay for an individual Supplemental Pay position or the positions within an individual sport may be divided between employees at their discretion with the approval of the superintendent, if they mutually agree to share the work and the total percentage for that position or sport does not exceed the amount stated on the EXTRA DUTIES Schedule.

2006-07 Supplemental Pay Schedule

\$24,050 Base Salary

24050 Increments Step 1 to 2 = 4%

Steps 2-11 = 3.8%

<u>Step</u>	<u>10%</u>	<u>8%</u>	<u>6%</u>	<u>5%</u>	<u>4%</u>	3	3%	2	2%	1%
1	\$ 2,405	\$ 1,924	\$ 1,443	\$ 1,203	\$ 962	\$	722	\$	481_	\$ 241
2	\$ 2,501	\$ 2,001	\$ 1,501	\$ 1,251	\$ 1,000	\$	750	\$	500_	\$ 250
3	\$ 2,593	\$ 2,074	\$ 1,556	\$ 1,296	\$ 1,037	\$	778	\$	519	\$ 259
4	\$ 2,684	\$ 2,147	\$ 1,610	\$ 1,342	\$ 1,074	\$	805	\$	537	\$ 268
5	\$ 2,775	\$ 2,220	\$ 1,665	\$ 1,388	\$ 1,110	\$	833	\$	555	\$ 278
6	\$ 2,867	\$ 2,293	\$ 1,720	\$`1,433	\$ 1,147	\$	860	\$	573	\$ 287
7	\$ 2,958	\$ 2,367	\$ 1,775	\$ 1,479	\$ 1,183	\$	887	\$	592	\$ 296
8	\$ 3,050	\$ 2,440	\$ 1,830	\$ 1,525	\$ 1,220	\$	915	\$	610	\$ 305
9	\$ 3,141	\$ 2,513	\$ 1,885	\$ 1,570	\$ 1,256	\$	942	\$	628_	\$ 314
10	\$ 3,232	\$ 2,586	\$ 1,939	\$ 1,616	\$ 1,293	\$	970	\$	646	\$ 323
11	\$ 3,324	\$ 2,659	\$ 1,994	\$ 1,662	\$ 1,329	\$	997	\$	665	\$ 332

Extra Duties Schedule

Athletic Director	10%	Head Girls Basketball	10%
		Ass't Girls Basketball	6%
Head Football	10%		
		Head Boys Basketball	10%
Ass't Varsity Football	6%	Ass't Boys Basketball	6%

Ass't Varsity Football	6%		.*
Ass't Varsity Football	6%	Head Wrestling	10%
·		Ass't Wrestling	6%
Boys & Girls Golf	6%		
		Junior High Athletics	
Girls Track	6%	*Girls Basketball	4%
Boys Track	6%		
Ass't Girls/Boys Track	3%	*Girls Volleyball	4%
Volleyball	8%	*Girls Track	4%
Ass't Volleyball	4%	OHIS Track	170
1135 t Volicy Dali	170	*Boys Track	4%
Summer Baseball	10%	boys Hack	,
Ass't Baseball	6%	*Boys Football	4%
1 155 t Dabeball	0 70	boys i cotbair	1.70
Summer Softball	10%	*Boys Basketball	4%
Ass't Softball	6%	-	
		*Boys Wrestling	4%
Technology Coordinator	5%		
Newspaper	3%		
Annual	4%		
Speech	4%		
Debate	5%	*One coach at 4% or	
Quiz Bowl	6%	two coaches at 3% each.	٠
Instrumental Music	6%		
Vocal Music	3%		
Swing Choir	3%		
Speech/Drama			
Production or Play		(each production)	
Musical Production Max	imum	s (as assigned by the administration	n)
Vocal	2%		
Instrumental	2%		
Drama Dir.	2%		
Cheerleaders	4%		
Student Council	1%		
National Honor Society	1%		

Extra Duty Assignments

Each employee shall be assigned three extra-duty assignments for employee participation in extra-curricular activities which extend beyond the contracted work day. All Extra Duty assignments for Saturday shall be filled by volunteers first. If no volunteer can be obtained, it will be assigned in reverse order of seniority. Extra duty assignments beyond the three assigned activities shall be compensated at a rate of \$7.50 per activity.

In addition, each employee shall receive a Corn Bowl Conference pass at the beginning of the school year which shall entitle the employee and spouse (or significant other) admittance to all Corn Bowl Conference extra-curricular activities.

Substitutions

If a teacher arranges a substitute for the minimum duties, that teacher shall make arrangements with the substitute and the Board shall not be responsible for compensation. If an employee needs a substitute for an extra duty assignment beyond the minimum three assignments, the employee will notify the High School office to find a substitute and the Board will be responsible for the substitute's compensation.

ARTICLE X LEAVES OF ABSENCE

I. PAID LEAVES

On the first day of in-service, the District will have available the total number of Accumulated Sick Leave days and Personal Leave days the employee is entitled to use during the school year in the Board Secretary's office. This information can also be obtained any day during the school year.

A. SICK LEAVE

Leave of absences for illness, doctor's appointments (except for the routine physical required every 3 years), and/or injury:

1. Allowable absence on full compensation--earned sick leave:

a.	First year of employment	10 days
b.	Second year of employment	11 days
c.	Third year of employment	12 days
d.	Fourth year of employment	13 days
e.	Fifth year of employment	14 days
f.	Sixth year of employment	15 days

- 2. The above schedule applies to consecutive years of employment and shall be cumulative to 100 days.
- 3. Personnel using the above schedule, except for emergency cases, must report their intention of being absent to his or her principal in a reasonable time to secure a substitute.

4. Adoption/Paternal Leave

A grant of one to five (1-5) days of Accumulated Sick Leave on full compensation will be made based on individual circumstances in the event of an adoption by an employee, or a birth of a baby by a spouse.

5. <u>Illness in the Immediate Family</u>

Up to six (6) days of Accumulated Sick Leave shall be granted to an employee in the event of illness in the immediate family. A doctor's certification will be required when the leave is more than two (2)

consecutive days. The term "immediate family" shall include a spouse, mother, father, children, mother-in-law, and father-in-law or any member of the employee's household. An additional two (2) days may be used from the "sick leave pool" and will be paid back the following year. If the employee should leave the district prior to the next year, the cost per diem will be excluded from the employees last check.

6. Sick Leave Pool

A Sick Leave Pool of 90 (ninety) days shall be established for employees who need to use sick leave days beyond the number of accumulated days allotted to them. Employees are eligible for the pool only if their accumulated sick leave is less than the 40 day waiting period for disability insurance.

Employees must request in writing to the Superintendent that they wish to apply for pool benefits. An employee may use up to one-fourth of the number of days in the pool at the time of application. At this time, employees will sign a note for the amount they are to receive with the Board as payee. Sick leave pool days will be paid back at the minimum rate of seven (7) sick leave days per year until the full amount is paid.

An employee who still owes the pool but who leaves the system because of a voluntary resignation shall be liable to the Board for the days owed, and payment shall be made prior to receiving the last paycheck for the contract period for the amount of substitute teacher pay expended when the sick leave pool days were taken. Employees who are medically disabled that are not returning to work, and employees who are terminated or on layoff will not be required to replace days drawn from the pool and are excluded from the pay back.

B. <u>Personal Leave</u>

Each employee will have two days of personal leave at full compensation. Request for personal leave must be made two days in advance and in writing to the building principal. There will be no personal leave granted during the first 10 days or final 5 class days of school or the day before or after a scheduled vacation period except at the discretion of the building principal. No more than three persons may be absent from a building (K-8, 9-12) on any one day.

Accumulated Personal Leave

Teachers that do not use any or all of their personal leave shall be paid at a per diem rate equal to substitute teacher pay at the end of the school year, or at the employee's option, the employee may accumulate up to five (5) days of personal leave. These days may be used consecutively during the following years in increments of 3, 4, or 5. Any personal leave involving the use of three or more consecutive days shall be requested in writing two (2) weeks prior to use.

Employees may accumulate up to five (5) days of personal leave and forward those days to the following school year. If the forwarding of accumulated days increases the total for the following year beyond five (5), no more than five days may be used during that year or any subsequent year. Employees with more than five days available at the end of each school year will be paid for the excess over five (5), if they wish to accumulate five personal days. Employees shall be paid for all personal leave days left each year, if notification is given to the district office on or before May 1 of that year.

Notification for accumulated personal leave shall be made in writing to the Superintendent on Schedule E on or before May 1st of the First Year and each succeeding year through the Third Year.

C. Professional Leave

Leave of absence will, at the discretion of the building principal, be granted personnel for attendance at professional meetings to serve on professional committees and to attend in-service training programs.

D. <u>Emergency Leave</u>

A leave of up to 1/2 day shall be granted upon request in matters dealing with car trouble, home problems, and other conditions that can be identified as an emergency by the principal. Leave beyond 1/2 day may be granted by the principal, not to exceed two (2) days. Additional emergency leave may be granted by the superintendent upon written request by the employee.

E. Bereavement

Death in family: In case of the death of a spouse or child of the employee, or of the father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, and any other member of the immediate household, a grant of one to five (1-5) days on full compensation will be made based on individual circumstances.

Death of a relative or close friend: In case of death of a relative or close personal friend, one half day of absence shall be allowed if the funeral is in the Riceville Community School District and one day shall be allowed if the funeral is some distance outside of the District. In case of multiple requests or in the event of the death of an employee or student in the Riceville Community School District, one employee from each area, (K-6), (7-8), (9-12), or any combination up to a maximum of three, shall be granted leave with full compensation to attend the funeral. If the employee's principal can obtain substitutes or have other teachers cover for the employee, the principal may grant bereavement leave beyond the maximum number of 3.

F. Association Leave

A paid leave of up to four (4) days shall be available for representatives of the Association to attend ISEA sponsored assemblies and conventions. The 4 days shall be distributed by the Association among its representatives as determined by the Association. Notice shall be given to the employee's principal at least two days in advance.

G. Extended or Long-term Medical Leave

For any extended or long-term medical condition such as pregnancy, cancer, HIV, AIDS, mental illness, substance addiction, organ transplants, etc., School Duty shall be terminated at such time as mutually agreeable between the teacher and the teacher's doctor. Return to work by the same method. Sick leave may be used. The district may request a district-paid second opinion if length of leave is questioned.

H. Special Leave

Special leave from regular school schedule will be granted by special permission by building principal. This includes early departure from school or for certain business needs such as driver's license, etc.

I. <u>Jury and Legal Duty</u>

- a. An employee who has been subpoenaed to appear in a court case shall be excused to do so.
- b. This excuse shall be without pay where the Board and/or Association are parties of controversy.
- c. Employees called to jury shall be excused to do so.
- d. Any fees or remuneration the employee receives during leave in (a) or(c) shall be turned over to the Riceville Community School.

II. UNPAID LEAVES

In the event that an employee has exhausted all applicable paid leave, the employee may take unpaid leave for up to five (5) days with the permission of his/her Principal. Requests for more than five (5) days must have School Board approval.

III. FAMILY MEDICAL LEAVE ACT

Employees of the District are entitled to unpaid, paid, or combination paid and unpaid family and medical leave subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993 and the federal regulations implementing the Act. This inclusion shall in no way reduce or adversely impact the provisions or practices of this Master Contract.

IV. LEAVE FORM

Employees shall file a Leave Form (Schedule D) with the building principal or superintendent.

ARTICLE XI EMPLOYEE YEAR

Base contracts shall be considered to be 185 days of service - with a minimum of four (4) in-service (non pupil contact) days.

ARTICLE XII EMPLOYEE WORKDAY AND HOURS

The length of the employee workday shall be from 7:45 A.M. to 3:30 P.M. which shall include a paid duty-free lunch period of at least twenty-five (25) minutes during the workday.

Parent-Teacher Conferences

Employee hours for parent-teacher conference days shall be as follows: Parent-Teacher conferences to be held on Tuesday and Thursday evenings of the same week, with schedule as follows:

Tuesday: Full day of school and conferences scheduled from 4:30 to 8:00 P. M.

Teacher break from 3:12 to 4:30 P. M.

Thursday: Early dismissal from school at 2:10 P. M. and conferences from 4:00 to

7:30 P. M. Teacher break from 2:10 P. M. to 4:00

Attendance at parent-teacher conferences for employees contracted at one-half (1/2)-time or less shall be required for only one of the two evenings scheduled. All employees have Friday of the same week off. (This proposal is contingent upon having Friday count as a student contact day.)

Open House

If an Open House is held lasting two hours outside normal contract hours, employees will be compensated for these two hours by twice dismissing one hour early, each time on a Friday.

On Fridays with regular dismissal times, the employee's day shall end at the close of the pupil's day upon the departure of the buses, except for those employees who have extra duty responsibilities on that day. On Fridays with early dismissal times for in-service activities, the employee's day shall end at the normal Friday workday ending time or at the end of the in-service activities, if they end prior to the normal Friday ending time.

On days preceding holidays or vacations, the employee's day shall end at the close of the pupil's day upon the departure of the buses except when an in-service time is scheduled and such in-service time is needed for the district to record a "day of school" and, when the employee workday started at normal starting time, such in-service time will be added to the day's instruction time and the two together will not exceed by more than five minutes the $5 \frac{1}{2}$ hours of required instruction time for the district to count the day as a school day. The last day for students preceding summer vacation is not one of the days for early departure by employees.

Employees who are contracted at less than full-time should not be required to perform their duties outside their normal hours when the school schedule is adjusted due to special circumstances (i.e. late start, early dismissal, etc.).

Preparation Time

Each employee shall, in addition to the employee's duty free lunch period, have daily preparation time between the hours of 8:20 A.M. and 3:15 P.M. during which the employee will not be assigned to other duties.

- 1. Elementary School (K-4) shall have a minimum of 225 minutes per week with at least one break of 15 consecutive minutes per day. Every effort will be made to schedule 30 consecutive minutes if possible.
- 2. Middle through High School shall have at least one class period per day.
- 3. Multi-level personnel (P.E., Music, Art, Guidance, LD, Remedial, and Excel) shall have a minimum of 225 minutes per week with at least one break of 15 consecutive minutes per day. Every effort will be made to schedule 30 consecutive minutes if possible.
- 4. Any employee assigned to 6 or more periods shall have at least one class period per day. Any employee assigned to less than 6 periods shall have a prep period based upon their assigned percentage/fraction of their individual contract.

ARTICLE XIII MEETINGS

Employees may be required to come before or remain after the end of the regular workday a maximum of 4 (four) days for the purpose of attending faculty or other professional meetings at the request of the Board without additional compensation. Employees will be compensated at \$15.00 per hour for each meeting beyond that number. Notification of all meetings outside of the employee workday shall be given, except in cases of emergency, to employees at least 24 hours in advance. Before-school meetings will not start prior to 7:30 a.m. Every reasonable attempt will be made to adjourn meetings no later than 4:00 P.M. However, if the in-service, faculty, or staff development meeting time extends beyond 4:00 P.M., employees contracted for extra duty assignments shall be dismissed from the meeting at a time enabling them to report to their extra duty assignment by 4:00 P.M. regardless of the location of the in-service, faculty, or staff development meeting. When a 7:30 a.m. meeting is called, staff may leave at the close of the pupil's day upon the departure of the buses.

ARTICLE XIV COMPENSATION FOR EXTRA RESPONSIBILITIES

In those cases where regular substitutes are not available regular employees may be used during their preparation time. Every attempt will be made to share the assignments among the employees.

If an employee is directed by the administration and/or the board to do extensive paperwork as a result of the new state mandates, which is above and beyond the normal teacher-student contact day, the employee shall be paid \$15.00 per hour for all such work. This may include curriculum development, curriculum guides, new course descriptions, competency or mastery test development, and any other areas which might require extra hours of work.

ARTICLE XV SENIORITY / REDUCTION IN FORCE

All positions shall accrue seniority according to the categories in which the employee is assigned. Seniority in the Riceville Community School District shall mean the length of actual educational experience within the following classifications:

- 1. Grades K-6
- 2. Grades 7-12
- 3. K-6 Special Specific Assignments, namely art, music, physical education, special education, reading teachers, guidance, and library
- 4. 7-12 Special Specific Assignments, namely vocal and instrumental music, art, library, guidance, family and consumer science, special education, speech, industrial technology, vocational agriculture, and boys and girls health and physical education.

Any periods of lay off or extended unpaid leaves shall not be considered experience for seniority.

When in the determination of the Board, it is necessary to reduce staff, the following procedure will be used. The Board shall attempt to make the necessary reductions through attrition. In the event the necessary reduction in staff cannot be accomplished by attrition and given the necessity to maintain the highest quality program possible, the Board shall base its decision as to resulting contract renewals on the experience and breadth of training of available employees to do available work. If a choice must be made between two or more employees of equal experience and breadth of training to do available work, contract renewal will be given to the employee with the greater full time continuous length of service in the district.

Staff Reduction will be carried out according to the seniority classifications listed above.

Notification of Potentially Affected Employees

The Board will provide written notice to potentially affected employees and the Association in accordance with the Code of Iowa. All affected parties will be notified by a hand-delivered letter during a conference with the superintendent. Potentially affected employees will not be contacted, orally or in writing, prior to notification.

Any employee terminated pursuant to need for cutting of staff positions will automatically be considered for recall for a period of three years if such desire is made known to the Superintendent of Schools. After weighing of applicants for vacancies and finding all things equal as to experience and breadth of training, persons shall be recalled in reverse order of their termination. Any employee who is re-employed for a position after termination because of changing personnel needs shall be placed on the salary schedule at the step above the one in effect at the time of his departure.

ARTICLE XVI SAFETY AND INSURANCE

Health and Major Medical Insurance Coverage:

Board reserves the right to change carriers and/or the administrator at any time providing the coverage is substantially the same as current coverage.

Only those who were employed by the Riceville District for the 2004-05 contract year are eligible for the following two (2) benefits. (1) The Board will pay full family insurance up to \$725 per month for any employee electing family coverage. (2) Married couples with both spouses working for the school district may combine benefits if necessary to assure full payment of family premiums.

The district will provide a plan with comprehensive 80/20 with \$750 deductible for single and \$1,500 deductible for family for those eligible employees not covered on another Health Insurance Plan. The Board will pay the full premium for single coverage for employees who are eligible for district-provided health insurance. However, for those employees covered on other plans, the district will provide the highest single deductible plan available with coverage comparable to that provided for other employees. Eligible employees may apply the district-paid single-coverage premium toward a district family-coverage premium with the employee paying the difference between the single premium and the family premium. Married couples with both spouses working for the school district may combine their two district-provided single-coverage premiums toward paying one family-coverage premium. For example, if the single premium were \$600, then a married couple could apply \$1,200 toward the payment of one family premium.

Qualifications:

- 1. A single parent shall qualify for family coverage on all insurance programs.
- 2. If two (2) members of a family are employees, only one will qualify for family Health and Major Medical Insurance, automatically covering the other spouse. If the married employees wish, they may each take single insurance and purchase their own family insurance.
- 3. Part-time employees will receive Board Payment toward insurance proportionate to their percentage of employment. This does not apply to substitute teachers.

Disability:

The Board will pay the premium on a long-term disability policy for employees that will pay 70% of the disabled employee's monthly income. Coverage will be for a gross salary of \$2500 per month maximum.

Life:

The Board will pay the premium of a group life insurance policy for each employee that will provide: \$20,000 Life Insurance, \$20,000 Accidental Death, Dismemberment

Coverage.

Liability:

The Board of Education will pay the premium on Liability Insurance covering jobrelated performance of duties. Employees required to use personal automobiles in their assigned duties shall be covered by Board-paid Automobile Liability Insurance.

Coverage:

The Board-provided Insurance programs shall be for twelve (12) consecutive months (beginning with the first day of the employee's contracted work-year and continue until the beginning of the next contracted work-year). Employees new to the District shall be covered by Board-provided Insurance no later than October 1, or within one (1) month of the initial employment if hired after the beginning of the work-year.

Continuation:

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue through the balance of the school year. Employees on non-paid leave for one (1) month or longer shall have the option to continue any or all of the Board of Education insurance programs by paying the premium at least fifteen (15) days prior to the billing date.

Safety:

The Board recognizes the right of employees to defend themselves or students when the safety of either or both is threatened as long as the procedures used are consistent with Board Policies, administrative regulations and/or existing laws related to student discipline and the use of reasonable force. In any case, when an assault occurs during an employee's performance of assigned duties, such assault shall be reported to the building principal and other authorities immediately.

Employee attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE XVII EVALUATION PROCEDURES

Staff Evaluation

Each school year, employees shall be presented with the evaluation procedures and instruments. No evaluation shall take place until such orientation has been completed.

Tier 1

Teachers in their first or second year of the profession, or career teachers, who are in their first year of teaching for the District, shall be considered Tier 1 teachers. The cycle for Tier 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of three formal observations and minimum of three walkthroughs. At least one of the formal observations shall also include a pre-observation conference and post-observation conference between the evaluator and teacher. Teachers in Tier 1 will be involved in a minimum of one summative conference in year one. The summative conference shall be conducted by April 15 and documented as required by the State of Iowa. In year two (year one for

career teachers new to the District), teachers in Tier 1 will be involved in a comprehensive review on or before April 15.

Tier 2 (Career Teachers)

When a teacher, in Tier 2, is assigned to more than one building, the teacher may have several evaluations. However, only one formal evaluation may take place.

Tier 2 is for licensed teachers who have earned regular teaching licenses and are not in Tier 3. A teacher in their third year of probation pursuant to the Iowa Code may be evaluated using the same methods as in Tier 1. For all others, a three year evaluation cycle will be established by the evaluator except when movement to Tier 3 occurs.

During year one of the cycle, each staff member shall create an individual career development plan linked to the District's career development plan. Plans must be submitted to the evaluator by October 1 of year one.

During year one and year two of the cycle, the evaluator and teacher shall meet by April 15. During this meeting, the teacher and evaluator shall discuss the progress of the teacher on the Individual Career Development Plan and on the Iowa Teaching Standards and Criteria.

Each year of the three-year cycle, the evaluator shall conduct a minimum of three walkthroughs. The evaluator may also formally observe the teacher, at any time the evaluator determines; however, the evaluator shall formally observe the teacher a minimum of at least one time in year three of the cycle. At least one formal observation shall include a pre-observation conference a minimum of one (1) day prior to the observation and a post-observation conference to take place within ten (10) school days between the evaluator and teacher following the observation. In the event that an adverse action has taken place, then the employee may have a representative present during the post-observation conference.

A copy of all completed observation forms shall be given to the employee. The employee's signature shall only indicate the employee's awareness of the evaluation and shall not be interpreted to mean agreement with the evaluation.

In year three, the completion of the Individual Career Development Plan will occur. A written review will be completed by the evaluator after both the teacher and evaluator have met regarding the teacher's progress and outcomes on the Individual Career Development Plan. In addition, a three-year summative review will be conducted by the evaluator. The teacher shall provide the evaluator a portfolio linking artifacts to the Iowa Teaching Standards and Criteria. By April 1 of the third year of the cycle, the evaluator shall make one of the following recommendations to the Superintendent:

- 1. The teacher has demonstrated growth in the goal areas and no change is recommended to the teacher's continuing contract.
- 2. The teacher has not demonstrated growth in the goal areas and as determined by

the evaluator to be in need of intensive assistance. Intensive assistance shall be provided for a period not to exceed six (6) calendar months. A summative review will be scheduled near the completion of intensive assistance.

Tier 3 (Intensive Assistance)

A teacher will be placed on intensive assistance when the evaluator determines, at any time, that as a result of the teacher's performance, the teacher is not meeting one or more of the following:

- 1. District expectations under the Iowa Teaching Standards 1 7 & Criteria (Standard 8 is excluded)
- 2. The Individual Career Development Plan
- 3. Any other standards and criteria that the evaluator deems appropriate and approved by the Board of Education.

Intensive assistance may begin at any time but is not to exceed six (6) months in duration. When a teacher is placed on intensive assistance, the following will occur:

- 1. A letter will be sent by the evaluator to the teacher notifying him/her that the teacher is being placed on intensive assistance.
- 2. A copy of the notification will be sent to the Superintendent's Office and will be placed in the teacher's personnel file.
- 3. A conference will be held between the teacher and evaluator to develop an Assistance Plan that will include the following:
 - a. A specific statement of concerns related to one or more of the Iowa Teaching Standards 1–7 and Criteria, Individual Career Development Plan and/or District Expectations.
 - b. The plan shall include strategies to be applied in achieving the goals, intended timelines for the strategic actions, and specific criteria for evaluating the successful completion of the plan.
 - c. The teacher may have a representative present at any meeting involving the performance review or other evaluation, where an adverse action has taken place.

The review of the teacher in intensive assistance shall be made by the evaluator. At the conclusion of the designated timeframe, one of three recommendations shall be made:

- 1. The problem is resolved and the staff member is removed from intensive assistance.
- 2. Progress is noted, the timeline is extended, but may not exceed an additional six (6) months (i.e., total of plan not to exceed twelve months according to Iowa law) and work continues in the assistance phase.
- 3. The problem is not resolved and/or inadequate progress is noted. Action may then be taken by the District to terminate the teacher's contract.

ARTICLE XVIII TRANSFER PROCEDURE

- A. <u>Definition</u>: The assignment of an employee to a different job classification, grade level, subject area or building, shall be considered a transfer. If possible, all transfers will be voluntary.
- B. <u>Notice</u>: Notice of an involuntary transfer or reassignment shall be given in writing to the affected employee.

C. <u>Voluntary Transfer</u>:

- 1. <u>Definition</u>: The written statement by an employee to move to a different position shall be considered as a voluntary request for transfer. An employee may request a transfer to a non-equivalent position which may involve a change in compensation.
- 2. <u>Notification</u>: The superintendent shall notify all present employees of the staff positions for which there is a vacancy. Such notification shall be posted before the employee requests a voluntary transfer. Employees who desire to transfer to another position shall file a written statement with the superintendent. Such requests for transfer shall identify the positions for which the employee desires to be transferred in order of preference.
- 3. <u>Determination</u>: In the determination of requests for voluntary reassignment and/or transfer, the wishes of the employee shall be given preference to the extent that the transfer does not conflict with the instructional requirements of the district. The superintendent will give consideration to all transfer requests which in his/her judgment are in the BEST interests of the district. The employee may request a conference with the superintendent to discuss the transfer after the request has been submitted. The decision or determination of transfer shall be made by the Superintendent.

ARTICLE XIX EDUCATIONAL DEVELOPMENT

The Board of Education shall recognize as satisfactory educational growth the requirements for certificate renewal as established by the Department of Education, and the requirements for certificate or license renewal by the School Nurse as established by the Iowa Board of Nursing and the Department of Education.

ARTICLE XX HOLIDAYS AND VACATION PERIODS

No employee shall be required to perform duties on any of the following holidays or vacation periods:

- 1. Labor Day
- 2. Thanksgiving Day
- 3. Christmas Day

- 4. New Year's Day
- 5. Memorial Day

Length of Vacation Periods

The following vacation periods are minimums and may be extended by the Board. The times of 2:10 p.m. in this section are based upon the current master class schedule which has the 7th class period for students in grades 6 through 12 ending with a bell at 2:10 p.m. The 2:10 p.m. time may be adjusted by the Board by up to 10 minutes should the master class schedule be changed.

a. Thanksgiving vacation shall begin at 2:10 p.m. on the Wednesday preceding Thanksgiving and school will resume on the following Monday. If the Board determines that the first semester will not end before the Christmas vacation, then this vacation period shall begin at 2:10 p.m. on the Tuesday preceding Thanksgiving.

b. Christmas vacation:

- If Dec. 25th falls on Sunday, then the vacation period will begin at 2:10 p.m. on Dec. 22nd and school will resume on Jan. 3rd. (11 days)
- If Dec. 25th falls on Monday, then the vacation period will begin at 2:10 p.m. on Dec. 22nd and school will resume on Jan. 3rd. (11 days)
- If Dec. 25th falls on Tuesday, then the vacation period will begin at 2:10 p.m. on Dec. 21st and school will resume on Jan. 3rd. (12 days)
- If Dec. 25th falls on Wednesday, then the vacation period will begin at 2:10 p.m. on Dec. 20th and school will resume on Jan. 2nd. (12 days)
- If Dec. 25th falls on Thursday, then the vacation period will begin at 2:10 p.m. on Dec. 22nd and school will resume on Jan. 5th. (14 days)
- If Dec. 25th falls on Friday, then the vacation period will begin at 2:10 p.m. on Dec. 22nd and school will resume on Jan. 4th. (13 days)
- If Dec. 25th falls on Saturday, then the vacation period will begin at 2:10 p.m. on Dec. 22nd and school will resume on Jan. 3rd. (11 days)
- **c.** Easter vacation shall begin at 2:10 p.m. on the Wednesday preceding Easter and school will resume on the following Tuesday.

Vacation periods as agreed upon would be a minimum. Board reserves the right to add "no school" days to school calendar as deemed necessary.

SCHEDULE A

GRIEVANCE REPORT

			"
	·		Date Filed
	School District	Distribution of Form	
	Building	 Association Employee 	
	bunding	3. Appropriate Super	visor
Name of	Aggrieved Employee	4. Superintendent	
	00		
	LEV	EL II	
	Claimed Violation, Misinterpro application of a Provision of this		
Section Misapp	(s) of Contract Claimed to have blied:	e been Violated, Misinterpi	reted, or
Chalana			
Statem	ent of Grievance	· · · · · · · · · · · · · · · · · · ·	
	·		
Relief S	bought		
,			
Signatu	ire ·	Date	

Signature of Principal/Supervisor	——————————————————————————————————————
<u> </u>	VEL III
Signature of Aggrieved Employee	Date Received by Superintendent
Disposition by Superintendent or De	signee
Signature of Superintendent or Desig	nee Date
Signature of Superintendent or Desig	nee Date
	VEL IV
LE	VEL IV
LE Signature of Aggrieved Employee	VEL IV Signature of Association President Date Received by Arbitrator
Signature of Aggrieved Employee Date Submitted to Arbitration	VEL IV Signature of Association President Date Received by Arbitrator
Signature of Aggrieved Employee Date Submitted to Arbitration	Signature of Association President Date Received by Arbitrator

SCHEDULE B

DUES DEDUCTION AUTHORIZATION FORM

		Authorization for Payroll Deduction for Education Association Dues					
For Employer Use	e Only	Deduction for E	ducation Asso	ciation Dues			
Do Not Fill Ou	t						
		First Name	Initial	Last Name			
Date Started	Amount	I hereby reque of Education o		ze the Board			
		- <u>Riceville C</u>	Community Scl	hool			
		as my remitting earnings until tl	on is				
		-	revoked as provided herein, a sufficient amount to provide for the payment of the				
		prevailing rate	of dues which	amount is to be			
		remitted for me to the treasurer	•				
		Association.		·			
		Total to be dedu	ıcted	****			
		zation shall begin w ue through June fron					
administrators ag	gainst and all clain	rmless the Board, ind ms, cost, suits, or ot en parties for dues de	her liability ar				
Date		Signature					
•		Social Security No					

Riceville School District

30

31

32

33

\$39,673

\$39,763

\$40,548

\$40,658

\$41,373

\$41,498

\$41,623

\$41,748

SALARY SCHEDULE C

2006 - 2007 (with Phase I & II)

Vertical Step Increases: Percentage of the Base and Flat Dollar Amounts

All Columns:	Step 2:	0.04	Steps 3-11:		Steps 12-16:		Steps 17-18:	0.0
Steps 19-20:	0.012	Steps 21 on:		\: \$90 \: \$145		5: \$110 5: \$156	BA+30	
Horizontal	Increases:	Steps 21 on: Step 1 on:	\$675		ne same step of t	5: \$155 he prior column	MA+30). 3) 10
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	Step	
1	\$24,050	\$24,725	\$25,400	\$26,075	\$26,750	\$27,425	1	
2	\$25,012	\$25,687	\$26,362	\$27,037	\$27,712	\$28,387	2	
3	\$25,926	\$26,601	\$27,276	\$27,951	\$28,626	\$29,301	3	_
4	\$26,840	\$27,515	\$28,190	\$28,865	\$29,540	\$30,215	4	
5	\$27,754	\$28,429	\$29,104	\$29,779	\$30,454	\$31,129	5	
6	\$28,668	\$29,343	\$30,018	\$30,693	\$31,368	\$32,043	6	
7	\$29,582	\$30,257	\$30,932	\$31,607	\$32,282	\$32,957	7	
8	\$30,495	\$31,170	\$31,845	\$32,520	\$33,195	\$33,870	8	
9	\$31,409	\$32,084	\$32,759	\$33,434	\$34,109	\$34,784	9	
10	\$32,323	\$32,998	\$33,673	\$34,348	\$35,023	\$35,698	10	
11	\$33,237	\$33,912	\$34,587	\$35,262	\$35,937	\$36,612	11	_
12	\$34,103	\$34,778	\$35,453	\$36,128	\$36,803	\$37,478	12	
13	\$34,969	\$35,644	\$36,319	\$36,994	\$37,669	\$38,344	13	
14	\$35,835	\$36,510	\$37,185	\$37,860	\$38,535	\$39,210	14	
15	\$36,700	\$37,375	\$38,050	\$38,725	\$39,400	\$40,075	15	
16	\$37,566	\$38,241	\$38,916	\$39,591	\$40,266	\$40,941	16	_
17	\$37,881	\$38,556	\$39,231	\$39,906	\$40,581	\$41,256	17	
18	\$38,196	\$38,871	\$39,546	\$40,221	\$40,896	\$41,571	18	_
19	\$38,485	\$39,160	\$39,835	\$40,510	\$41,185	\$41,860	19	
20	\$38,773	\$39,448	\$40,123	\$40,798	\$41,473	\$42,148	20	_
21	\$38,863	\$39,558	\$40,248	\$40,943	\$41,628	\$42,313	21	
22	\$38,953	\$39,668	\$40,373	\$41,088	\$41,783	\$42,478	22	
23	\$39,043	\$39,778	\$40,498	\$41,233	\$41,938	\$42,643	23	~
24	\$39,133	\$39,888	\$40,623	\$41,378	\$42,093	\$42,808	24	
25	\$39,223	\$39,998	\$40,748	\$41,523	\$42,248	\$42,973	25	
26	\$39,313	\$40,108	\$40,873	\$41,668	\$42,403	\$43,138	26	
27	\$39,403	\$40,218	\$40,998	\$41,813	\$42,558	\$43,303	27	
28	\$39,493	\$40,328	\$41,123	\$41,958	\$42,713	\$43,468	28	
29	\$39,583	\$40,438	\$41,248	\$42,103	\$42,868	\$43,633	. 29	
20	#20 CZ2	£40.540	£44.070	0.40.040	# 40.000	A 10 700	00	

\$42,248

\$42,393

\$42,538

\$42,683

\$43,023

\$43,178

\$43,333

\$43,488

\$43,798

\$43,963

\$44,128

\$44,293

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31

32

33

SCHEDULE D

RICEVILLE COMMUNITY SCHOOL EMPLOYEE'S ABSENCE/LEAVE FORM

Employee's Name		D	ate
Type of Leave (please circle one): Signature	ck – 064	Personal – 065	Emergency - 066
Sick: Family Illness (up to 6 days)- 111 Jury and Legal – 068 Unpaid	l (up to 5 day	Special – 100 vs) - 200 Sick: Ac	
Bereavement: Family - 067-1	Bereavemer	nt: Relative or close fr	iend - 067-2
Sick: Extended or Long-Term Medica	1 – 111-1		
Professional – 070: Meeting Name &	Location		
Reason for Leave (if required):			
Date of Leave:			
Date Approved:			
Date Denied:		Administrator:	
Reason for Denial:			
Substitute teacher:			
Employee must complete the items bel be used if actual expenses are unknown		oplying for professiona	l meetings. Estimations sh
\$	Meal(s)	•	
\$	Mileage	Reimbursement & M	iles
\$	Meeting	g Cost	
\$	Lodging	g Cost	•
\$	Other		

SCHEDULE E

NOTICE TO ACCUMULATE PERSONAL LEAVE

This form, indicating your preference as stated in the Master Contract, must be returned to the District Office on or before May 1st.

Date	
	day(s) of my unused personal leave day(s) from this 2003-2004 school year (maximum of 5).
I wish to be paid for pe	ersonal leave day(s). This should bring my total
accumulated personal leave days to counting next year's personal leave	o for next school year, not
Employee's Printed Name	Employee's Signature